



# City of NORFOLK

C: Dir., Department of Utilities

To the Honorable Council  
City of Norfolk, Virginia

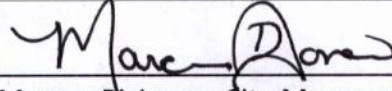
September 15, 2015

From: Kristen M. Lentz, P.E., Director of Utilities

**Subject:** Conveyance of property  
located at Kings Fork Road and  
Waters Road to the City of Suffolk

Reviewed:   
Ronald H. Williams, Jr., Deputy City Manager

**Ward/Superward:** Property is located  
in the City of Suffolk

Approved:   
Marcus D. Jones, City Manager

**Item Number:**  
**PH-4**

- I. **Recommendation:** Adopt Ordinance
- II. **Applicant:** City of Norfolk Department of Utilities
- III. **Description:**  
This agenda item is an Ordinance approving the conveyance of property owned by the City of Norfolk ("Norfolk") to the City of Suffolk ("Suffolk"). The property is located at the corner of Kings Fork Road and Waters Road in Suffolk, Virginia.
- IV. **Analysis**  
The one-acre parcel is part of a 126.35 acre tract of land that Norfolk owns in the proximity of its Western Branch Reservoir located in Suffolk. The land to be conveyed is at the outermost boundary of the watershed and an adequate buffer will remain in place to protect the water quality of the reservoir. Conveyance of the property will allow Suffolk to make needed upgrades to their existing water distribution system.
- V. **Financial Impact**  
The property is proposed to be conveyed to Suffolk for the appraised value of \$35,000.
- VI. **Environmental**  
There will be no environmental impacts to the City's drinking water sources in Suffolk.
- VII. **Community Outreach/Notification**  
Public notification for this agenda item was conducted through the City of Norfolk's agenda notification process.

VIII. **Board/Commission Action**

N/A

IX. **Coordination/Outreach**

This letter has been coordinated with the City Attorney's Office.

Supporting Material from the City Attorney's Office:

- Ordinance
- Legal Description
- Plat
- Agreement of Sale

Form and Correctness Approved:

By Nathan S. Saman  
Office of the City Attorney

Contents Approved:

By Kristen M. Long  
DEPT. UTILITIES

NORFOLK, VIRGINIA

**ORDINANCE No.**

AN ORDINANCE AUTHORIZING THE SALE TO THE CITY OF SUFFOLK OF A CERTAIN PARCEL OF PROPERTY LOCATED AT THE INTERSECTION OF KING'S FORK ROAD AND WATERS ROAD IN THE CITY OF SUFFOLK, VIRGINIA, FOR THE SUM OF \$35,000.00, AND APPROVING THE PURCHASE AND SALE AGREEMENT.

- - -

WHEREAS, the City of Norfolk owns certain property located in the City of Suffolk at the intersection of King's Fork Road and Waters Road; and

WHEREAS, the City of Suffolk has offered to purchase a portion of the said property such portion being described in Exhibit A and shown on Exhibit B, attached hereto, from the City of Norfolk for the sum of \$35,000.00; and

WHEREAS, Section 2(5) of the Norfolk City Charter grants the City of Norfolk the power to sell any of its property, whether located within or without the city; and

WHEREAS, it is the judgment of the Council that the property described in Exhibit A and shown on Exhibit B is not needed by the City of Norfolk for any of its municipal purposes and should be sold to the City of Suffolk, now therefore,

BE IT ORDAINED by the Council of the City of Norfolk:



Section 1:- That the sale to the City of Suffolk of that certain parcel of property described in Exhibit A and shown on Exhibit B, for the sum of \$35,000.00, is hereby authorized and the Purchase and Sale Agreement, a copy of which is attached as Exhibit C, is hereby approved.

Section 2:- That upon receipt of the sum of \$35,000.00 and the satisfaction of all terms and conditions set forth in the Purchase and Sale Agreement, the City Manager is authorized to deliver a deed conveying the said property to the City of Suffolk, with Special Warranty of Title, in form satisfactory to the City Attorney, and the City Manager is further authorized to do all things necessary and proper to carry out the terms of the Purchase and Sale Agreement.

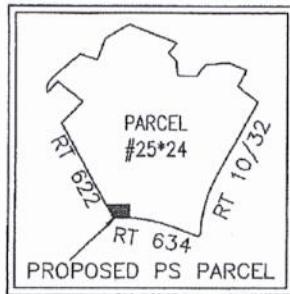
Section 3:- That the City Manager, with the advice and counsel of the City Attorney, may correct, revise or amend the Purchase and Sale Agreement as he may deem advisable in order to carry out the intent of the Council as expressed herein.

Section 4:- That this ordinance shall be in effect from and after thirty (30) days from the date of its adoption.

### **EXHIBIT A**

All that certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Suffolk, Virginia and designated and described as: "Proposed Property to be Conveyed to the City of Suffolk" containing a total of 43,560 square feet (1.000 acre) as shown on that certain plat entitled: "Plat Showing Proposed Property to be Acquired for the Route 460 Water Tank and Pumping Station at Kings Fork Road (Route 634) and Waters Road (Route 622) from City of Norfolk by the City of Suffolk - Chuckatuck Borough - Suffolk, Virginia ".

# EXHIBIT B



PARCEL LOCATION MAP  
NTS

## AREA TABLE

ORIGINAL AREA FOR TAX MAP #25*24	5,503,806 SQ. FT +/- OR 126.35 +/- ACRES
PROPOSED PS PARCEL	43,560 SQ. FT OR 1.000 ACRES
NEW AREA FOR TAX MAP #25*24	5,460,246 SQ. FT +/- OR 125.35 +/- ACRES

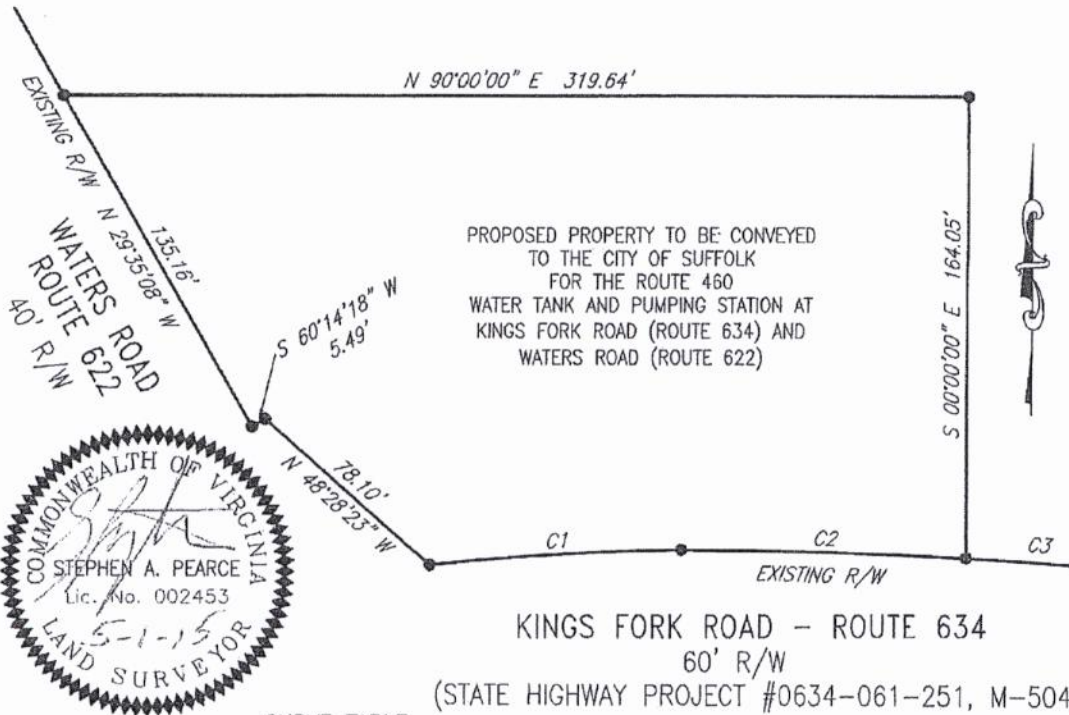
PROPERTY OF  
**THE CITY OF NORFOLK**

DB. 493, PG. 84

VDOT STATE HIGHWAY PROJECT #0634-061-251, M-504  
ACCT. #251428000

MAP #25\*24

5,503,806 SQ. FT +/- OR 126.35 +/- ACRES



## CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	984.93'	88.99'	5°10'36"	S 86°32'29" W	88.96'	44.52'
C2	1937.19'	100.92'	2°59'06"	N 88°23'50" W	100.91'	50.47'
C3	1937.19'	102.21'	3°01'23"	N 85°23'35" W	102.20'	51.12'

## NOTES:

1. PROPERTY LINE AND RIGHT-OF-WAY INFORMATION SHOWN IS BASED ON PLATS, DEEDS OF RECORD, VDOT PLANS AND ACTUAL FIELD MEASUREMENTS. THIS PLAT DOES NOT REPRESENT A CURRENT BOUNDARY SURVEY.
2. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT, AND MAY NOT REFLECT ALL EASEMENTS OR RESTRICTIONS THAT AFFECT THE PROPERTY.



REVISED: 8-18-2014 PER CITY COMMENTS

PLAT SHOWING PROPOSED PROPERTY TO BE ACQUIRED  
FOR THE ROUTE 460 WATER TANK AND PUMPING STATION AT  
KINGS FORK ROAD (ROUTE 634) AND  
WATERS ROAD (ROUTE 622) FROM  
**CITY OF NORFOLK**  
BY THE  
**CITY OF SUFFOLK**  
CHUCKATUCK BOROUGH  
SUFFOLK, VIRGINIA

DATE: 03/10/2014 SCALE: 1" = 50'

**PRECISION MEASUREMENTS, INC.**  
SURVEYORS • GPS • 3-D SCANNING • GIS • MAPPERS  
VIRGINIA BEACH-RICHMOND-NEWPORT NEWS-CHANTILLY-BALTIMORE  
851 SEAHAWK DRIVE, SUITE 103  
VIRGINIA BEACH, VIRGINIA 23452  
TEL: (757) 368-0945





## EXHIBIT C

1

(The City of Suffolk is exempt from recordation taxes pursuant to Section 58.1-811 (A)(3) and the City of Norfolk is exempt pursuant to Sections 58.1-811 (C)(4) and (C)(5) of the 1950 Code of Virginia, as amended.)

### AGREEMENT OF SALE

Project: Route 460 Water Tank and Pumping  
Station at Kings Fork Road (Route 634)  
and Waters Road (Route 622)

City of Suffolk, Virginia

**THIS AGREEMENT OF SALE**, Made as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia hereinafter referred to as "Norfolk," and the City of Suffolk, a municipal corporation of the Commonwealth of Virginia, hereinafter referred to as "Suffolk."

**WITNESSETH:** That for and in consideration of One (\$1.00) dollar, and other valuable consideration, receipt of which is hereby acknowledged, Suffolk agrees to buy and Norfolk agrees to sell all its rights and interests in the following described land together with all improvements to Suffolk by deed of Special Warranty, properly executed, acknowledged, and delivered free from all encumbrances.

The land and improvements subject to this Agreement of Sale (hereinafter referred to as the "Land") are described as follows:

All that certain lot, tract or parcel of land together with improvements thereon belonging, lying, situated and being in the City of Suffolk, Virginia and designated and described as: "Proposed Property to be Conveyed to the City of Suffolk" containing a total of 43,560 square feet (1.000 acre) as shown on that certain plat entitled: "Plat Showing Proposed Property to be Acquired for the Route 460 Water Tank and Pumping Station at Kings Fork Road (Route 634) and Waters Road (Route 622) from City of Norfolk by the City of Suffolk Chuckatuck Borough Suffolk, Virginia," which plat is attached hereto as Exhibit A.

Together with rights of access and ingress and/or egress adjacent to, appurtenant to or in any way benefitting the above-described property.

The total consideration is as follows: THIRTY- FIVE THOUSAND Dollars (\$35,000.00) in full for the land and easements, including any easements for private utilities herein provided, and all appurtenances and improvements thereon and any and all damages.

## CLAUSE NO. 1

While awaiting Suffolk's completion of the title examination, preparation of the deed, execution of all releases and documentation including, but not limited to, deeds of trust and other encumbrances as required, and payment of compensation to Norfolk, Norfolk agrees to permit Suffolk, its officers and agents to go onto, use and perform construction activities on the above described property, without further notice to Norfolk. However, in the event Suffolk decides, for whatever reason, not to purchase the property after performing its due diligence, Suffolk will, at its own expense and to the reasonable satisfaction of Norfolk, return the property to its pre-construction state.

## CLAUSE NO. 2

The consideration herein above mentioned represents the value of all estates or interests in such Land, and the damages to remaining lands of Norfolk which may result by reason of Suffolk's use of the Land.

## CLAUSE NO. 3

Norfolk shall supply affidavits and other documents required by Suffolk's title insurance company for the issuance of policy of insurance.

## CLAUSE NO. 4

Norfolk hereby covenants and agrees for itself, its assigns and successors, that the consideration is in lieu of any and all claims to compensation and damages by reason of the location, construction and maintenance of the project by Suffolk, and Suffolk will have the right to enter upon the Land prior to the execution and delivery of the deed as set forth above.

## CLAUSE NO. 5

Norfolk acknowledges that the plans for the aforesaid project as it affects the Land have been fully explained to Norfolk.

## CLAUSE NO. 6

(A) For purposes of this clause the following definitions shall apply:

(1) "Hazardous Substances" means asbestos and any and all pollutants, dangerous substances, toxic substances, hazardous wastes, hazardous materials and hazardous substances as referenced or defined in, or pursuant to, any federal, state, local or other applicable environmental law, statute, ordinance, rule, order, regulation or standard in effect on the date hereof including, without limitation, the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), as amended, the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 135, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. 9601, et seq.), as amended, and the Toxic Substance Control Act (15 U.S.C. 2601, et seq.), as amended.



(2) "Release" means placing, releasing, depositing, spilling, leaking, pumping, emitting, emptying, discharging, injecting, escaping, leaching, disposing or dumping.

(3) "Environmental Condition" means any condition, including, without limitation, the Release of Hazardous Substances, located on or affecting the Land that could require remedial action and/or may result in claims, demands, liabilities, costs and/or expenses to Suffolk.

(4) "Notice" means any written, civil, administrative or criminal summons, citation, directive, order, claim, litigation, investigation, proceeding, judgment, letter or other communication from the United States Environmental Protection Agency ("USEPA"), the Virginia Department Environmental Quality, or other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or omission which has resulted or which may result in the Release of Hazardous Substances on or into the Land or otherwise relates to an Environmental Condition.

(B) Norfolk covenants, represents and warrants to Suffolk that, 1) Norfolk has received no Notice of, and 2) to the best of his/her/its knowledge and belief, Norfolk has not caused or permitted any Environmental Condition on or affecting the Land, and knows of no such Environmental Condition caused or permitted by any other person or entity, and 3) to the best of its knowledge and belief, Norfolk has not caused or permitted, and to the knowledge of Norfolk, no prior or current other owner, tenant, user, operator or other person or entity has caused or permitted, the Land to Release or contain, or to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process, Hazardous Substances or other dangerous or toxic substances or solid wastes. Norfolk further covenants, represents and warrants that there is no action, suit, proceeding, claim, investigation, citizen suit or review pending or threatened against or affecting the title to the Land. Should any notice of such an action, suit, proceeding, claim, investigation or citizen suit be received, it will be immediately forwarded to the Office of the City Attorney of the City of Suffolk, Virginia.

#### CLAUSE NO. 7

Norfolk covenants, represents and warrants that, to its knowledge, there are no wetlands, hazardous wastes, or endangered species which would prevent Suffolk's allowed use of the Land. It shall, however, be the responsibility of the Suffolk to determine whether or not there are any adverse conditions, including, but not limited to, environmental conditions, hazardous waste conditions, status as protected wetlands or endangered species, which would prevent Suffolk's proposed use of the Land. If any such conditions are determined to exist, Suffolk may declare this Agreement of Sale null, void and of no further legal effect.

#### CLAUSE NO. 8

Settlement will be on or about ninety (90) days from the date this agreement is fully executed, or as soon thereafter, allowing a reasonable time to correct any title defects reported by the title examiner and the preparation and signing of the necessary documents to enable Suffolk to take proper title.

**CLAUSE NO. 9**

The covenants, agreements, representations, waivers, warranties and indemnities of Norfolk contained in these paragraphs will survive final closing and delivery of the deed.

**CLAUSE NO. 10**

This Agreement may be recorded by Suffolk in the Clerk's Office of the Circuit Court of the City of Suffolk or other Circuit Court Clerk's Office in which the subject property is located.

**CLAUSE NO. 11**

There have been no other promises, considerations or representations made which are not set forth in this agreement.

**CLAUSE NO. 12**

This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties.

**CLAUSE NO. 13**

In accordance with instructions by the Department of the Treasury, Internal Revenue Service, for Form 1099-S, you are required by Law to provide the City Attorney's Office, 441 Market Street, Suffolk, VA 23434, with your correct taxpayer identification number. If you do not provide the City Attorney's Office with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. Norfolk will also provide the City Attorney's Office with other documents necessary for Suffolk to comply with State reporting requirements.

**[SIGNATURES ON FOLLOWING PAGE(S)]**

## WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF NORFOLK

By: \_\_\_\_\_  
City Manager

Attest:

\_\_\_\_\_  
City ClerkCOMMONWEALTH OF VIRGINIA  
CITY OF NORFOLK, to-wit:

I, \_\_\_\_\_, a Notary Public in and for the City of Norfolk, in the Commonwealth of Virginia, whose term of office expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose names as such are signed to the foregoing Agreement of Sale, have acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

Approved as to content:

\_\_\_\_\_  
Director of Utilities

Approved as to form and correctness:

\_\_\_\_\_  
Deputy City Attorney



## CITY OF SUFFOLK, VIRGINIA

By: \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_, City Manager

Attest:

\_\_\_\_\_  
 \_\_\_\_\_, City Clerk

COMMONWEALTH OF VIRGINIA  
 CITY OF SUFFOLK, to-wit:

The foregoing Agreement of Sale was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, City Manager, and \_\_\_\_\_, City Clerk, on behalf of the City of Suffolk.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
 Notary Public

Registration No.: \_\_\_\_\_

Certified as to Availability of Funds:

\_\_\_\_\_  
 Department of Finance

Acct No.: \_\_\_\_\_

Approved as to Content:

\_\_\_\_\_  
 \_\_\_\_\_, Director of Public Utilities

Approved as to Form:

\_\_\_\_\_  
 Associate City Attorney

Tax Map & Parcel No. 25\*24  
 Tax Account No. 251428000